


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 69									
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W15P7T-04-R-L214		6. Solicitation Issue Date							
7. For Solicitation Information Call: 		A. Name JANE WATTERS			B. Telephone Number (No Collect Calls) (732) 427-1322		8. Offer Due Date/Local Time								
9. Issued By COMMANDER US ARMY CECOM, ACQ CENTER AMSEL-ACCC-RTAA FORT MONMOUTH, NJ 07703-5008 e-mail: JANE.WATTERS@MAIL1.MONMOUTH.ARMY.MIL		Code W15P7T		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 811213 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA7 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		12. Discount Terms							
15. Deliver To SEE SCHEDULE				Code		16. Administered By Code									
Telephone No.				17. Contractor/Offeror Code Facility											
18a. Payment Will Be Made By Code				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum											
19. Item No.		20. Schedule Of Supplies/Services SEE SCHEDULE (Use Reverse and/or Attach Additional Sheets As Necessary)				21. Quantity		22. Unit		23. Unit Price		24. Amount			
25. Accounting And Appropriation Data														26. Total Award Amount (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1,52.212-4,FAR 52.212-3 And 52.212-5 Are Attached. Addenda <input type="checkbox"/> Are <input checked="" type="checkbox"/> Are Not Attached.															
<input type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda <input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.															
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.								<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:							
30a. Signature Of Offeror/Contractor								31a. United States Of America (Signature Of Contracting Officer)							
30b. Name And Title Of Signer (Type Or Print)				30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)				31c. Date Signed					
Authorized For Local Reproduction Previous Edition Is Not Usable										Standard Form 1449 (Rev. 4/2002) Prescribed By GSA-FAR (48 CFR) 53.212					

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-L214 MOD/AMD	Page 2 of 69
Name of Offeror or Contractor:		

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.6106	NOTICE: SOLICITATION OMBUDSMAN	JAN/2004
(a) The US Army Communications-Electronics Command (CECOM) has established the Office of Solicitation Ombudsman to assist industry in removing unnecessary and burdensome requirements from CECOM solicitations. The Ombudsman is authorized to suspend, cancel or revise solicitations that do not represent proper procurement practices or sound business judgement.			
(b) If you feel that a CECOM solicitation contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, <u>you should first identify these issues to the Procuring Contracting Officer (PCO), Robert T. Piermattei, 732-532-6765.</u> If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the CECOM Ombudsman at (732) 532-5550. The PCO/Ombudsman should be advised at least <u>5 days</u> prior to the date established in the solicitation for the receipt of offers of any deficiency. You may also write to:			
<div> Commander, US Army CECOM CECOM Acquisition Center Solicitation Ombudsman Attn: Ms. Diane L. Meickle AMSEL-ACCS-B Fort Monmouth, NJ 07703-5008 </div>			
2	52.7225	NOTICE TO CONTRACTORS--ELIMINATION OF MILITARY SPECIFICATIONS AND STANDARDS	NOV/1996
This solicitation contains military specifications and standards. Any suggested alternatives to these (e.g. industry standards, performance specifications or commercial items) should be identified in writing to the contract specialist as soon as possible prior to bid opening or solicitation closing date.			
3	52.7651	PARTNERING CLAUSE	OCT/2001
In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor and its major subcontractors engage in the AMC Partnering for Success process.			
Participation in the Partnering process is entirely voluntary and it based upon a mutual commitment between government and industry to work cooperatively as a team to identify and resolve problems and facilitate contract performance. The primary objective of the process is to acquire the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, effective conflict management and the creation of a shared vision for success.			
After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g., cost of hiring a facilitator and conducting the Partnering Workshop.) If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.			
The establishment of the Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.			
Implementation of this Partnering relationship will be based upon the AMC Model Partnering for Success Process, as well as the principles and procedures set forth in the AMC Partnering for Success Guide.			
(End of clause)			
IN ACCORDANCE WITH FAR 16.504(a)(1), THE REQUIRED MINIMUM QUANTITY OF SUPPLIES AND SERVICES TO BE ORDERED UNDER ANY PROSPECTIVE CONTRACT RESULTING FROM THIS SOLICITATION ARE AS FOLLOWS:			
SLIN 0001AA	42 EA		
SLIN 0002AA	108 EA		
SLIN 0003AA	117 EA		
SLIN 0004AA	125 EA		

Name of Offeror or Contractor:

SLIN 0005AA 10 EA

SLIN 0006AA 60 EA

SLIN 0007AA \$ 400,000.00 REPAIR/RETROFIT SERVICES

NOTHING IN THE ABOVE STATEMENT STATES OR IMPLIES THE GOVERNMENT'S INTENTION TO AWARD, OR TO NOT AWARD, A CONTRACTUAL ACTION BASED UPON THIS SOLICITATION. ANY DECISION TO AWARD A CONTRACT AS A RESULT OF THIS SOLICITATION IS SOLELY AT THE DISCRETION OF THE GOVERNMENT.

*** END OF NARRATIVE A 001 ***

AUTHORIZATION TO ORDER

ANY AND ALL DELIVERY ORDER WHICH MAY BE ISSUED FROM A PROSPECTIVE CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION SHALL BE IN WRITING. ORAL DELIVERY ORDERS WILL NOT BE AUTHORIZED OR ALLOWED.

ONLY THE PROCURING CONTRACTING OFFICER (PCO) IS AUTHORIZED TO ISSUE DELIVERY ORDERS AS A RESULT OF A PROSPECTIVE CONTRACT AWARD OR IN ANY WAY OBLIGATE THE GOVERNMENT OF THE UNITED STATES CONTRACTUALLY OR FINANCIALLY.

THE TOTAL CONTRACT MINIMUM AND MAXIMUM QUANTITIES OVER ALL FIVE PROGRAM YEARS ARE AS FOLLOWS:

NSN	MINIMUM	MAXIMUM
5841-01-342-3848	42	50
5841-01-342-3847	108	200
5841-01-490-0751	117	200
5996-01-471-0761	124	300
5996-01-471-0735	10	150
5998-01-179-0560	20	600
REPAIR/RETROFIT	400K	TBD

*** END OF NARRATIVE A 002 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	FSCM: 06845 PART NR: 4036360-0524 SECURITY CLASS: Unclassified				
0001AA	NSN: 5841-01-342-3848 NOUN: RT-1666A/APX-100(V) This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100(V) Transponder Set, Assemblies, and Sumassemblies. CLIN 0001 is established for NSN 5841-01-342-3848 in accordance with (IAW), Statement of Work (SOW) and Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated maximum quantity of 150 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements. SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18). (End of narrative B001) FOR THIS CLIN 0001, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT. DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD. <u>YEAR ONE (1)</u> Ranges for orders placed from date of contract award through 365 days after contract DAC <u>RANGE FROM TO UNITS UNIT PRICE</u>			\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>inter/intra plant transit/storage at no extra cost to the Government.</p> <p>(End of narrative D001)</p> <p>Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p><u>DELIVERY SCHEDULE</u></p> <p><u>30 UNITS 330 DAYS AFTER CONTRACT</u> <u>30 UNITS 360 DAYS AFTER CONTRACT</u> <u>30 UNITS 390 DAYS AFTER CONTRACT</u></p> <p><u>30 EACH MONTH THEREAFTER UNTIL COMPLETION.</u></p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0002	FSCM: 06845 PART NR: 4036360-0522 SECURITY CLASS: Unclassified				
0002AA	<p><u>NSN: 5841-01-342-3847</u></p> <p>NOUN: RT-1667AN/APX-100(V)</p> <p>This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price</p>		EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-L214 MOD/AMD	Page 7 of 69
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																			
	<p>(FFP) basis, for the AN/APX-100 TRANSPONDER SET. CLIN 0002 is established for NSN 5841-01-342-3847 in accordance with (IAW) Statement of Work (SOW) AND Attachment No. 1 in Section J and other requirements as set forth herein.</p> <p>This line item is for an estimated quantity of 200 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0002, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table><tr><th><u>RANGE</u></th><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNITS</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>A</td><td>108</td><td>158</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>159</td><td>200</td><td>EACH</td><td>\$_____</td></tr></table> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table><tr><td>A</td><td>01</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$ _____</td></tr><tr><td>D</td><td>151</td><td>200</td><td>EACH</td><td>\$ _____</td></tr></table> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	108	158	EACH	\$_____	B	159	200	EACH	\$_____	A	01	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$ _____	D	151	200	EACH	\$ _____				
<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>																																				
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	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 FOB POINT: Destination <u>DELIVERY SCHEDULE</u> 30 UNITS 330 DAYS AFTER CONTRACT 30 UNITS 360 DAYS AFTER CONTRACT 30 UNITS 390 DAYS AFTER CONTRACT 30 UNITS EVERY MONTH THEREAFTER UNTIL COMPLETION DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER. (End of narrative F001)				
0003	FSCM: 06845 PART NR: 4079100-0503 SECURITY CLASS: Unclassified				
0003AA	NSN: 5841-01-490-0751 NOUN: RT-1417A/APX-100(V) This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100(V) Transponder Set, Assemblies, and Sumassemblies. CLIN 0003 is established for NSN 5841-01-490-0751 in accordance with (IAW), Statement of Work (SOW) and Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated maximum quantity of 200 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																							
	<p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0003, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table><tr><th><u>RANGE</u></th><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNITS</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>A</td><td>117</td><td>167</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>168</td><td>200</td><td>EACH</td><td>\$_____</td></tr></table> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table><tr><td>A</td><td>01</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$_____</td></tr><tr><td>D</td><td>151</td><td>200</td><td>EACH</td><td>\$_____</td></tr></table> <p>_____</p> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <table><tr><td>A</td><td>01</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$_____</td></tr><tr><td>D</td><td>151</td><td>200</td><td>EACH</td><td>\$_____</td></tr></table> <p>_____</p> <p><u>YEAR FOUR (4)</u></p>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	117	167	EACH	\$_____	B	168	200	EACH	\$_____	A	01	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$_____	D	151	200	EACH	\$_____	A	01	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$_____	D	151	200	EACH	\$_____				
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>FOB POINT: Destination</p> <p><u>DELIVERY SCHEDULE</u></p> <p><u>20 UNITS 330 DAYS AFTER CONTRACT</u></p> <p><u>20 UNITS 360 DAYS AFTER CONTRACT</u></p> <p><u>20 UNITS 390 DAYS AFTER CONTRACT</u></p> <p><u>20 EACH MONTH THEREAFTER UNTIL COMPLETION.</u></p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0004	<p>FSCM: 06845</p> <p>PART NR: 4072655-0502</p> <p>SECURITY CLASS: Unclassified</p>				
0004AA	<p><u>NSN: 5996-01-471-0761</u></p> <p>NOUN: PANEL MOUNT A1</p> <p>This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100(V) Transponder Set, Assemblies, and Sumassemblies. CLIN 0004 is established for NSN 5996-01-471-0761 in accordance with (IAW), Statement of Work (SOW) and Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated maximum quantity of 300 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																															
	<p>FOR THIS CLIN 0004, PRICES <u>ARE NOT</u> TO BE INSERTED</p> <p>IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table><tr><td><u>RANGE</u></td><td><u>FROM</u></td><td><u>TO</u></td><td><u>UNITS</u></td><td><u>UNIT PRICE</u></td></tr><tr><td>A</td><td>125</td><td>175</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>176</td><td>225</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>226</td><td>300</td><td>EACH</td><td>\$_____</td></tr><tr><td>—</td><td></td><td></td><td></td><td></td></tr><tr><td>—</td><td></td><td></td><td></td><td></td></tr></table> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table><tr><td>A</td><td>01</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$ _____</td></tr><tr><td>D</td><td>151</td><td>200</td><td>EACH</td><td>\$_____</td></tr><tr><td>E</td><td>201</td><td>250</td><td>EACH</td><td>\$_____</td></tr><tr><td>F</td><td>251</td><td>300</td><td>EACH</td><td>\$_____</td></tr></table> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <table><tr><td>A</td><td>01</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$_____</td></tr><tr><td>D</td><td>151</td><td>200</td><td>EACH</td><td>\$_____</td></tr><tr><td>E</td><td>201</td><td>250</td><td>EACH</td><td>\$_____</td></tr><tr><td>F</td><td>251</td><td>300</td><td>EACH</td><td>\$_____</td></tr><tr><td>_____</td><td></td><td></td><td></td><td></td></tr></table>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	125	175	EACH	\$_____	B	176	225	EACH	\$_____	C	226	300	EACH	\$_____	—					—					A	01	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$ _____	D	151	200	EACH	\$_____	E	201	250	EACH	\$_____	F	251	300	EACH	\$_____	A	01	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$_____	D	151	200	EACH	\$_____	E	201	250	EACH	\$_____	F	251	300	EACH	\$_____	_____								
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>YEAR FOUR (4)</u></p> <p>Ranges for orders placed from 1,097 through 1,462 DAC</p> <p>A 01 49 EACH \$_____</p> <p>B 50 99 EACH \$_____</p> <p>C 100 150 EACH \$_____</p> <p>D 151 200 EACH \$_____</p> <p>E 201 250 EACH \$_____</p> <p>F 251 300 EACH \$_____</p> <p>—</p> <p><u>YEAR FIVE (5)</u></p> <p>Ranges for orders placed from 1,463 through 1,825 DAC</p> <p>A 01 49 EACH \$_____</p> <p>B 50 99 EACH \$_____</p> <p>C 100 150 EACH \$_____</p> <p>D 151 200 EACH \$_____</p> <p>E 201 250 EACH \$_____</p> <p>F 251 300 EACH \$_____</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p>(End of narrative D001)</p> <p>Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.</p> <p>(End of narrative D002)</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001</p> <p>FOB POINT: Destination</p> <p><u>DELIVERY SCHEDULE</u></p> <p><u>40 UNITS 270 DAYS AFTER CONTRACT</u> <u>40 UNITS 300 DAYS AFTER CONTRACT</u> <u>40 UNITS 330 DAYS AFTER CONTRACT</u></p> <p><u>40 EACH MONTH THEREAFTER UNTIL COMPLETION.</u></p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0005	<p>FSCM: 06845 PART NR: 4072655-0501 SECURITY CLASS: Unclassified</p>				
0005AA	<p><u>NSN: 5996-01-471-0735</u></p> <p>NOUN: REMOTE A1</p> <p>This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100(V) Transponder Set, Assemblies, and Sumassemblies. CLIN 0005 is established for NSN 5996-01-471-0735 in accordance with (IAW), Statement of Work (SOW) and Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated maximum quantity of 150 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of</p>		EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																		
	<p>orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0005, PRICES <u>ARE NOT</u> TO BE INSERTED IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table><tr><th><u>RANGE</u></th><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNITS</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>A</td><td>10</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$_____</td></tr></table> <p>—</p> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table><tr><td>A</td><td>01</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$_____</td></tr></table> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <table><tr><td>A</td><td>01</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$_____</td></tr></table> <p>_____</p> <p><u>YEAR FOUR (4)</u></p>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	10	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$_____	A	01	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$_____	A	01	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$_____				
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Ranges for orders placed from 1,097 through 1,462 DAC</p> <p>A 01 49 EACH \$_____</p> <p>B 50 99 EACH \$_____</p> <p>C 100 150 EACH \$_____</p> <p>—</p> <p><u>YEAR FIVE (5)</u></p> <p>Ranges for orders placed from 1,463 through 1,825 DAC</p> <p>A 01 49 EACH \$_____</p> <p>B 50 99 EACH \$_____</p> <p>C 100 150 EACH \$_____ —</p> <p>(End of narrative C001)</p> <p><u>Packaging and Marking</u></p> <p>Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p>(End of narrative D001)</p> <p>Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.</p> <p>(End of narrative D002)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p><u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u></p> <p>001</p> <p>FOB POINT: Destination</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-L214 MOD/AMD	Page 18 of 69
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	<p><u>DELIVERY SCHEDULE</u></p> <p><u>40 UNITS 270 DAYS AFTER CONTRACT</u></p> <p><u>40 UNITS 300 DAYS AFTER CONTRACT</u></p> <p><u>40 UNITS 330 DAYS AFTER CONTRACT</u></p> <p><u>30 EACH MONTH THEREAFTER UNTIL COMPLETION.</u></p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p> <p>FSCM: 06845</p> <p>PART NR: 4047434</p> <p>SECURITY CLASS: Unclassified</p>				
0006AA	<p><u>NSN: 5998-01-179-0560</u></p> <p>NOUN: A2 CCA</p> <p>This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100(V) Transponder Set, Assemblies, and Sumassemblies. CLIN 0006 is established for NSN 5998-01-179-0560 in accordance with (IAW), Statement of Work (SOW) and Attachment No. 1 in Section J and other requirements as set forth herein. This line item is for an estimated maximum quantity of 600 units. Quantities are divided into ranges to allow for pricing of orders placed within a specific range. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>SEE CLAUSE IN SECTION I, ENTITLED ORDERING (FAR 52.216-18).</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0006, PRICES <u>ARE NOT</u> TO BE INSERTED</p> <p>IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS.</p>		EA	\$ _____	\$ _____

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W15P7T-04-R-L214 MOD/AMD	Page 19 of 69
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																																														
	<p>UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table><thead><tr><th><u>RANGE</u></th><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNITS</u></th><th><u>UNIT PRICE</u></th></tr></thead><tbody><tr><td>A</td><td>60</td><td>109</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>110</td><td>159</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>160</td><td>209</td><td>EACH</td><td>\$_____</td></tr><tr><td>D</td><td>210</td><td>259</td><td>EACH</td><td>\$_____</td></tr><tr><td>E</td><td>260</td><td>309</td><td>EACH</td><td>\$_____</td></tr><tr><td>F</td><td>310</td><td>359</td><td>EACH</td><td>\$_____</td></tr><tr><td>G</td><td>360</td><td>409</td><td>EACH</td><td>\$_____</td></tr><tr><td>H</td><td>410</td><td>459</td><td>EACH</td><td>\$_____</td></tr><tr><td>I</td><td>460</td><td>509</td><td>EACH</td><td>\$_____</td></tr><tr><td>J</td><td>510</td><td>559</td><td>EACH</td><td>\$_____</td></tr><tr><td>K</td><td>560</td><td>600</td><td>EACH</td><td>\$_____</td></tr></tbody></table> <p>_____</p> <p>—</p> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table><tbody><tr><td>A</td><td>01</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$_____</td></tr><tr><td>D</td><td>151</td><td>200</td><td>EACH</td><td>\$_____</td></tr><tr><td>E</td><td>201</td><td>250</td><td>EACH</td><td>\$_____</td></tr><tr><td>F</td><td>251</td><td>300</td><td>EACH</td><td>\$_____</td></tr><tr><td>G</td><td>301</td><td>350</td><td>EACH</td><td>\$_____</td></tr><tr><td>H</td><td>351</td><td>400</td><td>EACH</td><td>\$_____</td></tr><tr><td>I</td><td>401</td><td>450</td><td>EACH</td><td>\$_____</td></tr><tr><td>J</td><td>451</td><td>500</td><td>EACH</td><td>\$_____</td></tr></tbody></table>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	60	109	EACH	\$_____	B	110	159	EACH	\$_____	C	160	209	EACH	\$_____	D	210	259	EACH	\$_____	E	260	309	EACH	\$_____	F	310	359	EACH	\$_____	G	360	409	EACH	\$_____	H	410	459	EACH	\$_____	I	460	509	EACH	\$_____	J	510	559	EACH	\$_____	K	560	600	EACH	\$_____	A	01	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$_____	D	151	200	EACH	\$_____	E	201	250	EACH	\$_____	F	251	300	EACH	\$_____	G	301	350	EACH	\$_____	H	351	400	EACH	\$_____	I	401	450	EACH	\$_____	J	451	500	EACH	\$_____				
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Name of Offeror or Contractor:

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	K	501	550	EACH	\$_____				
	L	551	600	EACH	\$_____				
	—								
	<u>YEAR THREE (3)</u>								
	Ranges for orders placed from 731 DAC through 1,096 DAC								
	A	01	49	EACH	\$_____				
	B	50	99	EACH	\$_____				
	C	100	150	EACH	\$_____				
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	I	401	450	EACH	\$_____				
	J	451	500	EACH	\$_____				
	K	501	550	EACH	\$_____				
	L	551	600	EACH	\$_____				
	—								
	<u>YEAR FOUR (4)</u>								
	Ranges for orders placed from 1,097 through 1,462 DAC								
	A	01	49	EACH	\$_____				
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	C	100	150	EACH	\$_____				
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	K	501	550	EACH	\$_____				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>L551600EACH\$_____</div> <div>YEAR FIVE (5)</div> <div>Ranges for orders placed from 1,463 through 1,825 DAC</div> <div>A0149EACH\$_____</div> <div>B5099EACH\$_____</div> <div>C100150EACH\$_____</div> <div>D151200EACH\$_____</div> <div>E201250EACH\$_____</div> <div>F251300EACH\$_____</div> <div>G301350EACH\$_____</div> <div>H351400EACH\$_____</div> <div>I401450EACH\$_____</div> <div>J451500EACH\$_____</div> <div>K501550EACH\$_____</div> <div>L551600EACH\$_____</div> <div>(End of narrative C001)</div> <div>Packaging and Marking</div> <div>Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</div> <div>(End of narrative D001)</div> <div>Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.</div> <div>(End of narrative D002)</div> <div>Inspection and Acceptance</div> <div>INSPECTION: OriginACCEPTANCE: Origin</div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001</p> <p>FOB POINT: Destination</p> <p><u>DELIVERY SCHEDULE</u></p> <p><u>30 UNITS 360 DAYS AFTER CONTRACT</u></p> <p><u>30 UNITS 390 DAYS AFTER CONTRACT</u></p> <p><u>30 UNITS 420 DAYS AFTER CONTRACT</u></p> <p><u>30 EACH MONTH THEREAFTER UNTIL COMPLETION.</u></p> <p>DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER.</p> <p>(End of narrative F001)</p>				
0007	SECURITY CLASS: Unclassified				
0007AA	<p><u>REPAIR/RETROFIT</u></p> <p>NOUN: REPAIR SERVICES</p> <p>This acquisition is a five (5) year Indefinite Delivery/indefinite Quantity (ID/IQ) type contract, on a Firm Fixed Price (FFP) basis, for the AN/APX-100(V) Transponder Set, Assemblies, and Sumassemblies. CLIN 0007 is established for repair/retrofit for any combination of the hardware listed in CLINs 0001-0006 above. The ranges are displayed on a yearly basis for each of the five (5) years of the contract to allow for pricing of orders placed within a specific year. The ranges/quantities are not to be construed as yearly requirements.</p> <p>(End of narrative B001)</p> <p>FOR THIS CLIN 0007, PRICES <u>ARE NOT</u> TO BE INSERTED</p>		EA		\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																																																															
	<p>IN THE "UNIT PRICE" AND "AMOUNT" COLUMNS. UNIT PRICES <u>ARE</u> TO BE INSERTED IN THE NARRATIVE PORTION BELOW LABELED, "unit price" FOR EACH RANGE AND YEAR OF THE CONTRACT.</p> <p>DEFINITIVE DATES FOR EACH YEAR WILL BE STATED AT TIME OF CONTRACT AWARD.</p> <p><u>YEAR ONE (1)</u></p> <p>Ranges for orders placed from date of contract award through 365 days after contract DAC</p> <table><tr><th><u>RANGE</u></th><th><u>FROM</u></th><th><u>TO</u></th><th><u>UNITS</u></th><th><u>UNIT PRICE</u></th></tr><tr><td>A</td><td>10</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$_____</td></tr><tr><td>D</td><td>151</td><td>200</td><td>EACH</td><td>\$_____</td></tr><tr><td>E</td><td>201</td><td>250</td><td>EACH</td><td>\$_____</td></tr><tr><td>F</td><td>251</td><td>TBD</td><td>EACH</td><td>\$_____</td></tr></table> <p><u>YEAR TWO (2)</u></p> <p>Ranges for orders placed from 366 DAC through 730 DAC</p> <table><tr><td>A</td><td>01</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$_____</td></tr><tr><td>D</td><td>151</td><td>200</td><td>EACH</td><td>\$_____</td></tr><tr><td>E</td><td>201</td><td>250</td><td>EACH</td><td>\$_____</td></tr><tr><td>F</td><td>251</td><td>TBD</td><td>EACH</td><td>\$_____</td></tr></table> <p><u>YEAR THREE (3)</u></p> <p>Ranges for orders placed from 731 DAC through 1,096 DAC</p> <table><tr><td>A</td><td>01</td><td>49</td><td>EACH</td><td>\$_____</td></tr><tr><td>B</td><td>50</td><td>99</td><td>EACH</td><td>\$_____</td></tr><tr><td>C</td><td>100</td><td>150</td><td>EACH</td><td>\$_____</td></tr><tr><td>D</td><td>151</td><td>200</td><td>EACH</td><td>\$_____</td></tr><tr><td>E</td><td>201</td><td>250</td><td>EACH</td><td>\$_____</td></tr><tr><td>F</td><td>251</td><td>TBD</td><td>EACH</td><td>\$_____</td></tr></table>	<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	A	10	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$_____	D	151	200	EACH	\$_____	E	201	250	EACH	\$_____	F	251	TBD	EACH	\$_____	A	01	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$_____	D	151	200	EACH	\$_____	E	201	250	EACH	\$_____	F	251	TBD	EACH	\$_____	A	01	49	EACH	\$_____	B	50	99	EACH	\$_____	C	100	150	EACH	\$_____	D	151	200	EACH	\$_____	E	201	250	EACH	\$_____	F	251	TBD	EACH	\$_____				
<u>RANGE</u>	<u>FROM</u>	<u>TO</u>	<u>UNITS</u>	<u>UNIT PRICE</u>																																																																																																
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p><u>YEAR FOUR (4)</u></p> <p>Ranges for orders placed from 1,097 through 1,462 DAC</p> <p>A 01 49 EACH \$_____</p> <p>B 50 99 EACH \$_____</p> <p>C 100 150 EACH \$_____</p> <p>D 151 200 EACH \$_____</p> <p>E 201 250 EACH \$_____</p> <p>F 251 TBD EACH \$_____</p> <p><u>YEAR FIVE (5)</u></p> <p>Ranges for orders placed from 1,463 through 1,825 DAC</p> <p>A 01 49 EACH \$_____</p> <p>B 50 99 EACH \$_____</p> <p>C 100 150 EACH \$_____</p> <p>D 151 200 EACH \$_____</p> <p>E 201 250 EACH \$_____</p> <p>F 251 TBD EACH \$_____</p> <p> (End of narrative C001)</p> <p> Packaging/Packing shall be IAW Standard Commercial Packaging (ASTM D 3951-98). Marking shall be IAW paragraph 5.1.6.3 of ASTM D 3951-98. Packaging and Marking shall be the responsibility of the Vendor/Offeror to ensure item/equipment integrity during inter/intra plant transit/storage at no extra cost to the Government.</p> <p> (End of narrative D001)</p> <p> Some supplies may need military packaging depending on the destination and intended use. Packaging requirements for those items shall be provided with the delivery order.</p> <p> (End of narrative D002)</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> <u>DELIVERY SCHEDULE WITHOUT FIRST ARTICLE REQUIREMENT:</u> <u>10 UNITS 60 DAYS AFTER CONTRACT</u> <u>12 UNITS 90 DAYS AFTER CONTRACT</u> <u>14 UNITS 120 DAYS AFTER CONTRACT</u> <u>16 UNITS 150 DAYS AFTER CONTRACT</u> <u>20 UNITS 180 DAYS AFTER CONTRACT</u> <u>20 EACH MONTH THEREAFTER UNTIL COMPLETION.</u> DELIVERY SCHEDULE DATES/REQUIREMENTS WILL BE SET FORTH IN EACH DELIVERY ORDER. (End of narrative F001)				
0008	SECURITY CLASS: Unclassified				
0008AA	<u>CONFIGURATION CONTROL</u> See DD Form 1423 in Sec J, Exhibit A and Statement of Work paragraph 3.5 entitled "Configuration Management". (End of narrative B001)		LO	\$ ** NSP **	\$ ** NSP **
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
0009	SECURITY CLASS: Unclassified				
0009AA	<u>CERTIFICATE OF CONFORMANCE</u> See Sec J, Exhibit B and Statement of Work		EA	\$ ** NSP **	\$ ** NSP **

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	<p>paragraph 3.1.2.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>SECURITY CLASS: Unclassified</p>				
0010AA	<p><u>UID DATA FOR EMBEDDED COMPONENTS</u></p> <p>See Sec J, Exhibit D and Statement of Work paragraph 3.7.2.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>SECURITY CLASS: Unclassified</p>		EA	\$ ** NSP **	\$ ** NSP **
0011	<p><u>GOVT FURNISHED EQUIPMENT REPAIR STATUS RPT</u></p> <p>See Sec J, Attachment C and Statement of Work paragraphs 3.6.2.g and 3.6.6.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p>		EA	\$ ** NSP **	\$ ** NSP **
0011AA					

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
1	52.6905	DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK)	JUL/1999

1. The Document Summary List (DSL) (Attachment Nr 2) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents specified in the DSL govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modification/Exceptions to Listed Specifications and Drawings.'

3. The Document Summary List is presented in the following format:

DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE

DOCUMENT NAME	DOCUMENT TITLE	DOCUMENT DATE
(CONTRACT REFERENCE)		DOCUMENT CATEGORY
APPLICABLE TAILORING		

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all applicable documents. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between the DSL and other contractual requirements.

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears in the hard copy edition of the Department of Defense Index of Specifications and Standards (DODISS) dated 1 July 2004 and DODISS Supplement dated N/A or Acquisition Management Systems and Data Requirements Control List (AMSDL) (DoD 5010.12-L) dated N/A. When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

b. Should the DSL fail to identify a first tier document with its revision level, date and/or approved changes, the issue of the document(s) shown in the DoDISS and Supplement cited above applies. Unless otherwise specified in this solicitation/contract, such documents shall be considered as Category 2 (see paragraph 5 below).

5. The following document categories apply:
- a. Category 1. The requirements contained in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation/contract, all requirements contained in referenced and subsequently referenced documents are contractually applicable for guidance and information only.
 - b. Category 2. The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually applicable for guidance and information only.
 - c. Category 3. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified in the higher-tiered document.

6. When applicable, the drawings and product specifications cited on the DSL are furnished with this solicitation/contract at Section J. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

- a. Specifications and Standards listed in the DODISS and Data Item Descriptions listed in the AMSDL. Obtain these documents from:

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Name of Offeror or Contractor:

DODSSP
Building 4/Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094

FAX: (215) 697-1462

Note that requests for specification MIL-E-1 must include reference to the tube type.

b. Commercial Specifications, Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959

7. Tailoring. In case of conflict regarding applicable tailoring between the DSL and other requirements contained in this solicitation/contract, the order of precedence is:

- (1) Product Specification;
- (2) Statement of Work;
- (3) Data Item Description/Modification;
- (4) Document Summary List.

8. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

(1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.

(2) When documents (35mm aperture cards or digital computerized files) are furnished, the bidder/offeror/contractor shall utilize the document copies of the drawings supplied with the solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these aperture cards contain all drawings cited in the DSL, excluding drawings for those items which will be government-furnished for incorporation in the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.

(3) Concurrent with the submission of the bid/offer, the bidder/offeror will acknowledge that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such acknowledgement prior to award.

(4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 8.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

(1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.

(2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), January 1995, DoD 5220.22-M.

9. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

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Name of Offeror or Contractor:

- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
- b. The identification of such parts is inconsistent, or
- c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that item.

In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC,' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

(x) date of contract award.

(End of clause)

2 52.7905 CONTRACTOR'S RETURN OF REPAIRED ITEM(S) TO CUSTOMER (STATEMENT OF WORK) MAY/2003

The document number shown at CLIN/SLIN level, Section B, of the contract will be used by the contractor to return repaired item(s).

Contractor shall forward a copy of shipping document which shall include the CLIN/SLIN document number to:

Commander
US Army Communications-Electronics Command
ATTN: AMSEL-LC-LEO-P
Fort Monmouth, NJ 07703-5000

LISTING OF DOCUMENTS TO BE WAIVED FOR THE AN/APX-100

MIL-R-81876	
QQ-P-416	DOCUMENT CANCELLED
MIL-C-172	
MIL-E-5400	
MIL-C-6781	
MIL-P-7788	DOCUMENT CANCELLED
MIL-M-7793	
MIL-E-17555	
MIL-T-18303	
MIL-N-18307	
MIL-C-25050	DOCUMENT CANCELLED
MIL-L-27160	
MIL-C-38999	
MIL-L-85762	
MIL-STD-701	DOCUMENT CANCELLED
MIL-STD-2074	DOCUMENT CANCELLED
MIL-STD-2076	DOCUMENT CANCELLED
MIL-STD-2077	DOCUMENT CANCELLED
MIL-B-5087	DOCUMENT CANCELLED
MIL-W-5088	
MIL-T-5422	DOCUMENT CANCELLED
MIL-S-19500	DOCUMENT CANCELLED
MIL-T-23103	DOCUMENT CANCELLED
MIL-H-46855	DOCUMENT CANCELLED
MIL-P-55110	
MIL-STD-210	DOCUMENT CANCELLED

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MIL-STD-275	DOCUMENT	CANCELLED	
MIL-STD-454	DOCUMENT	CANCELLED	
MIL-STD-470	DOCUMENT	CANCELLED	
MIL-STD-471	DOCUMENT	CANCELLED	
MIL-STD-781	DOCUMENT	CANCELLED	
MIL-STD-965	DOCUMENT	CANCELLED	
MIL-STD-2084	DOCUMENT	CANCELLED	
MS-9140-3	DOCUMENT	CANCELLED	
MS-14108-3	DOCUMENT	CANCELLED	
MS-17321	DOCUMENT	CANCELLED	
MIL-STD-462	DOCUMENT	CANCELLED	
WS-6536			
MIL-STD-785	DOCUMENT	CANCELLED	
MIL-STD-883			

*** END OF NARRATIVE C 001 ***

The technical requirements of this contract reference Ozone Depleting Chemicals (ODCs) as defined by the Clean Air Act of 1990. These requirements shall be modified as directed below:

MIL-C-6781
MIL-E-17555
MIL-E-5400
MIL-R-81876
MIL-S-19500
MIL-STD-454
MIL-W-5088

These document(s) above are cited in this solicitation as Category 1 document(s) which contain(s) sub-tier references to documents which require the use of Ozone Depleting Chemicals (ODCs). As Category 1 document(s), the requirements of sub-tier referenced documents are for guidance or reference only and are not contractually binding. The contractor is authorized use of an appropriate alternative material in place of the ODCs cited in the sub-tier referenced documents when complying with the Category 1 document's requirements. The use of ODCs is not required and the use of alternatives is preferable.

The above modifications take the first order of precedence in this contract.

*** END OF NARRATIVE C 002 ***

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Name of Offeror or Contractor:

PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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1	52.7033	PRESERVATIONS, PACKING AND MARKING INSTRUCTIONS	APR/1999
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Preservation, Packing, and Marking Instructions are specified on AMSEL-AC Form 5431-2, attached in Section J.

2	52.7037	PACKAGING WAIVERS OR DEVIATIONS	APR/1999
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(a) Any request for waiver or deviation to a contractually imposed requirement subsequent to award must be evaluated by the cognizant authority for specifying packaging requirements. To effect this, contractors must complete DD Form 1694 and, as a minimum, include the following:

- (1) Sufficient documentation to permit a prudent evaluation/decision.
- (2) A statement of the positive and negative impact(s) of approval/disapproval.
- (3) Expected consideration/benefits for the Government.
- (4) Required follow-on activity.
- (5) Frequency of recurrence.

(b) Each contract under which nonconforming or modified packaging materials or processes are accepted by waiver or deviation, must be modified to provide an equitable price reduction or other consideration. The following statement will be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract _____. These materials have been approved and accepted for use by HQ CECOM.

(c) NOTE: Requests for waiver/deviation will not be approved for the sole purpose of meeting production/delivery schedules or to achieve cost objectives. Packaging Change Recommendations, DD Form 2025, may be submitted by vendors for evaluation through their cognizant Defense Contract Management Command (DCMC) office administering this contract or directly to the Contracting Officer if this contract is not administered by DCMC. Sufficient documentation must be stated/provided to permit a prudent evaluation/decision by the packaging authority for HQ CECOM.

(End of clause)

3	52.7041	CONDITIONS FOR ACCEPTABILITY OF ALTERNATE COMMERCIAL PACKAGING	APR/1999
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(a) Commercial packaging may be acceptable provided such packaging meets all conditions of the level of protection specified in the Section D clause entitled, 'Standard Practice for Commercial Packaging.' The Contractor must submit a copy of the specifications for the proposed alternate packaging to the Contracting Officer. The submission must include statements that the proposed alternate packaging will meet the requirements as stated below.

(b) The alternate commercial packaging must provide the same level of protection against physical and environmental damage as the packaging specified in the Section D clause entitled 'Standard Practice for Commercial Packaging.'

(c) The alternate commercial packaging will be marked to the level it meets. (No less than that required by the Section D clause above).

(d) Acceptability of alternate commercial packaging is contingent upon:

- (1) Meeting the requirements of paragraphs a, b and c, above;
- (2) No increase in size and/or weight;
- (3) No delay in delivery;
- (4) Testing in accordance Appendix F of MIL-STD-2073-1C, Standard Practice For Military Packaging, 1 October 1996, and
- (5) No increase in packaging charges.

(e) When the alternate commercial packaging is found to be acceptable by the CECOM Packaging Branch, the following statement will

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be marked by vendors on all applicable shipping documents (DD Forms 250, etc.):

The packaging materials utilized in this shipment have been accepted as suitable substitutes to the military materials specified in Section D of Contract_____. These materials have been approved and accepted for use by HQ CECOM.

(End of clause)

4 52.7043 STANDARD PRACTICE FOR COMMERCIAL PACKAGING APR/1999

Commercial packaging of drawings, test reports, software, and other data items shall be in accordance with ASTM D 3951-98. Hardware deliverables shall also be packaged in accordance with ASTM D 3951-98. All packages shall be marked in accordance with MIL-STD-129 (a waiver-free document). Bar Code Markings are required IAW ANSI/AIM-BC1, Uniform Symbology Specification Code 39 and MIL-STD-129. Intermediate packaging is required to facilitate handling and inventory control whenever the size of the unit package is 64 cubic inches or less. Unit packs requiring intermediate packing shall be packed in quantities governed by the following:

- a. Maximum of 100 unit packs per intermediate container.
- b. Maximum net load of 40 pounds.
- c. Maximum size of 1.5 cubic feet with at least two dimensions not exceeding 16 inches

Unless otherwise specified, shipments shall be unitized into a single load that can be handled as a unit throughout the distribution system. The supplier is responsible for performing package testing as specified in ASTM D 3951-98. The government reserves the right to perform any of the tests.

Copies of ASTM D 3951-98 are available from the:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19248-2959.

5 52.7047 BAR CODE MARKING OCT/2001

Bar Code Markings are required for all items except unwrapped tires, items without an NSN, and local purchase items in accordance with MIL-STD-129, Standard Practice for Military Marking, and ANSI-AEM-BC 1, Uniform Symbology Specification Code 39.

6 52.7048 INSECT INFESTION PREVENTION SEP/2002

For all contracts for the purchase of bulk lumber that will be used for packaging, the following applies:

"Nonmanufactured soft and hard wood materials identified as intended for use in the construction of wooden pallets, wood containers, and blocking and bracing shall be Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified, and marked by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001."

For all contracts that require materiel to be packaged by the manufacturer the following applies:

"All wooden pallets, container interior blocking and bracing, and wood containers produced entirely or in part of nonmanufactured species shall be constructed of wood Heat Treated (HT) to a core temperature of 56 degrees Centigrade for 30 minutes, certified and marked accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with their Nonmanufactured Wood Packing Policy and Nonmanufactured Wood Packing Enforcement Regulations, both dated 30 May 2001"

(End of Clause)

Preservation, Packaging and Shipping shall be IAW SOW paragraph 3.8.18.

*** END OF NARRATIVE D 001 ***

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W15P7T-04-R-L214 MOD/AMD</p>	<p style="text-align: center;">Page 33 of 69</p>
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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
1	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

'I certify that on _____ (insert date), the _____ (insert Contractor's name) furnished the supplies or services called for by Contract No. _____ via _____ (Carrier) on _____ (identify the bill of lading or shipping document) in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.'

Date of Execution: _____

Signature: _____

Title: _____

(End of Clause)

All Certificates of Conformance shall be distributed as follows:

(i) The contractor's signed certificate shall be attached or included on the top of the inspection or receiving report distributed to the payment office.

(ii) One copy will be attached to the applicable inspection and receiving report form (DD Form 250, DD Form 1155, or Standard Form 44) that is included with each shipment.

(iii) Mail one copy to:

Commander, US Army Communication-Electronics Command
ATTN: AMSEL-LC-COM-_____
Fort Monmouth, NJ 07703-5023.

(iv) One copy retained in contractor's file for 1 year.

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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.242-15	STOP-WORK ORDER	AUG/1989
2	52.247-34	F.O.B. DESTINATION	NOV/1991
3	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003

4 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

N/A Percent increase

N/A Percent decrease

This increase or decrease shall apply to ALL LINE ITEMS.

5	52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB/1999
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(a) If this contract is awarded on a free on board (f.o.b.) destination basis, the Contractor--

(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the Contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

(b) The Contractor is not required to submit evidence of shipment documentation with its invoice.

(End of clause)

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Name of Offeror or Contractor:

CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
1	52.7025	PLACE OF PERFORMANCE AND SHIPPING POINT	DEC/1987
1. The work called for herein will be performed by the contractor at the following location(s):			
	Location of Final Manufacture: <u>-1-</u>		(City, County, State)
	Packaging and Packing: <u>-2-</u>		(City, County, State)
	Shipping Point (at or near): <u>-3-</u>		(Street Address, City, State, Zip Code)
	Producing facilities: <u>-4-</u>		(Owner, Street Address, City, State, Zip Code)
	Operator: <u>-5-</u>		(Operator, Street Address, City, State, Zip Code)

Contractor's office which will receive payment, supervise and administer the contract:

-6-
(Street Address, City, State)

2. Contractor's address on the face page of the contract will be considered as the location of any of the above elements which are not completed to indicate a different address.

3. UNCLASSIFIED CONTRACTS. Unless the prior written approval of the Procuring Contracting Officer (PCO) is obtained, the contractor shall not change the specified place of manufacture, packaging and packing, shipping point and/or producing facilities. Additionally, if such a change is made, the Government shall have the right to deduct from the contract price any increased costs (shipping, administration, etc.) which the Government may incur as a result of the change as well as any savings (labor costs, etc.) that the Government may be entitled to under the Changes clause.

4. CLASSIFIED CONTRACTS AND ANY CONTRACT THE PERFORMANCE OF WHICH WILL REQUIRE ACCESS TO CLASSIFIED INFORMATION OR MATERIAL. Unless the written approval of the Contracting Officer is obtained in advance, performance under this contract may not be carried on in any plant or factory other than that specified in paragraph 1 of this clause.

2	52.7050	ADMINISTRATIVE DATA/INSTRUCTIONS TO PAYING OFFICE	MAR/1999
Project Designation:			
Initiating Activity: (Item/Project Manager)			
Controlled Item Report Requirements: _			
Invoice Address:			

INSTRUCTIONS TO PAYING OFFICE:

a. The Purchasing Office representative is:

Name: Robert T Piermattei

 Organization Code: AMSEL-AC-CC-RT-L

 Telephone Area Code and No.: (732) 532-6765

 DSN/Autovon No.: 992-6765

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b. Payment will be made by the office designated in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 15 of DD Form 1155. In the case of cost reimbursement type contracts, vouchers should be submitted directly to the cognizant Defense Contract Audit Agency (DCAA). Upon request, the Administrative Contracting Officer (ACO) will furnish the address of the cognizant DCAA. For other type contracts, the invoice should be forwarded directly to the designated paying office.

c. See FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment. If payment is not available via electronic transfer then payment to the contractor shall be mailed to the following address (if other than the address shown on SF-26, SF-33 or DD Form 1155):

Name:

Address:

(City, State, Zip Code)

UNIT OF PURCHASE: Due to automation, when shipping or billing for the item(s) under this contract, the unit of purchase set forth in the Schedule, Section B, for each item must be used; e.g., if the quantity column indicates '144' for the item and the unit of purchase column indicates 'ea', the system will reject shipping and billing documents which indicate '1 gross'.

NOTE TO PAYING OFFICE: To properly match disbursements with their corresponding receiving/acceptance document, the paying office shall ensure that the invoice/voucher is disbursed from only those accounting classification reference numbers (ACRNs) and their corresponding subline item numbers (SLINs) indicated on the invoice/voucher, acceptance statement or receiving report.

3 52.7055 MANDATORY USE OF GOVERNMENT TO GOVERNMENT ELECTRONIC MAIL JUN/1999

(a) Unless exempted by the Procuring Contracting Officer in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Contract Ordering Officer

Instructions to Administrative Contracting Officer*

Instructions to other Defense Contract Management Command personnel*

Instructions to Defense Finance Administration Services

Instructions to Defense Contract Audit Agency

*Includes Government to Government data not covered by the Government's Defense Contract Management Contract ALERTS Program. Audits and audit requests shall be processed through the Monitoring and Analysis Branch, e-mail box AMSEL-AC-SP-D@mail1.monmouth.army.mil.

(c) See Section H Clause 52.6110, Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

NOTE: Upon receipt of the contract, respective Government agencies using e-mail shall provide the Procuring Contracting Officer with their e-mail address, name, title, office symbol, contract number, telephone and fax numbers to the e-mail address set forth in Section H, 52.6110.

(End of clause)

4 52.7080 DFAS COLUMBUS WEB INVOICING SYSTEM (WINS) NOV/1999

Contractors who are paid out of the DFAS Columbus office are requested to use the voluntary DFAS Web Invoicing System (WINS) whenever possible, when requesting payment of invoices or vouchers. Complete registration instructions may be found on the ACCESS WINS DFAS web site at

<https://ecweb.dfas.mil>.

Vendor authentication includes user ID and passwords. User Guides are available at

<http://www.dfas.mil/ecedi/>.

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Note: Contractors must be registered in the Central Contractors Registration database in order to use WINS.

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SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-4	CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS	OCT/2003
2	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
3	252.212-7001	CONTR TERMS & COND REQ'D TO IMPLEMENT STAT/EXEC. ORDERS APPL TO DEFENSE ACQ OF COMM ITEMS	JUN/2004

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(x) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement Clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- () 252.205-7000
Provision of Information to Cooperative Agreement Holders (DEC 1991)
(10 U.S.C. 2416).
- (x) 252.219-7003
Small, Small Disadvantaged and Women-Owned Small Business
Subcontracting Plan (DoD Contracts) (Apr 1996) (15 U.S.C. 637).
- () 252.219-7004
Small, Small Disadvantaged and Women Owned Small Business
Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)
- (x) 252.225-7001
Buy American Act and Balance of Payments Program (APR 2003)
(41 U.S.C. 10a-10d, E.O. 10582).
- (x) 252.225-7012
Preference for Certain Domestic Commodities (JUN 2004)
(10 U.S.C. 2533a).
- (x) 252.225-7014
Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- () 252.225-7015
Restriction on Acquisition of Hand or Measuring Tools (APR 2003)
(10 U.S.C. 2533a).
- (x) 252.212-7016
Restrictions on Acquisition of Ball and Roller Bearings (APR 2003)
(Alternate I)(APR 2003)(10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61
and similar sections in subsequent DoD appropriations acts).
- () 252.225-7021
Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- () 252.225-7027
Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
(22 U.S.C. 2779).
- () 252.225-7028
Exclusionary Policies and Practices of Foreign Governments (APR 2003)
(22 U.S.C. 2755).
- () 252.225-7036
Buy American Act--Free Trade Agreements--
Balance of Payments Program (JAN 2004) (Alternate I)(JAN 2004)
(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

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- () 252.225-7038
Restriction on Acquisition of Air Circuit Breakers (APR 2003)
(10 U.S.C. 2534(a)(3)).
- () 252.226-7001
Utilization of Indian Organizations, Indian-Owned Economic Enterprises,
and Native Hawaiian Small Business Concerns (OCT 2003)
(Section 8021 of Pub. L. 107-248).
- (x) 252.227-7015
Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (x) 252.227-7037
Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (x) 252.232-7003
Electronic Submission of Payment Requests (MAR 2003)(10 U.S.C. 2227).
- (x) 252.243-7002
Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (x) 252.247-7023
Transportation of Supplies by Sea (MAY 2002) (_Alternate I) (MAY 2000)
(_Alternate II) (MAR 2000) (10 U.S.C. 2631).
- () 252.247-7024
Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014
Preference for Domestic Specialty Metals, Alternate I (APR 2003)
(10 U.S.C. 2533a).
- 252.247-7023
Transportation of Supplies by Sea (MAY 2002)(10 U.S.C. 2631)
(_ Alternate I)(MAR 2000) (_ Alternate II)(MAR 2000) (_ Alternate III)
(MAY 2002)(10 U.S.C. 2631)
- 252.247-7024
Notification of Transportation of Supplies by Sea (MAR 2000)
(10 U.S.C. 2631)

(End of clause)

4 52.6110 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC MAIL JUN/1999

(a) Unless exempted by the Contracting Officer in writing, communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Contract Awards, Contract Modifications, Proposals, Procurement Sensitive Information, Classified Information and Proprietary Information. Return receipt will be used if a commercial application is available. CECOM will announce commercial applications for these items when they are available. At that time the above items will also be sent via e-mail.

(b) The format for all communication shall be compatible with the following: Microsoft Outlook

(c) Files larger than 1/2 megabytes must use alternate means of transmission such as Zip Compression/Inflation (WinZip), File Transfer Protocol, WinFax or any Fax Modem. (Note: This includes both the text message and the attachment.) If an attachment is in binary format, the number of bytes for the attachment increases by 33%. Large items can be put on disk and mailed with the Contracting Officer's approval.

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(d) A copy of all communications, with the exception of technical reports, shall be provided to the contract specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
 Requests for Proposals under the contract
 Price Issues (except contractor pricing data)
 Contract Data Requirements List Submittals
 Contract Data Requirements List Comments
 Approvals/Disapprovals by the Government
 Technical Evaluations of Contract Items
 Clarifications
 Configuration Control
 Drawings (not to exceed 1/2 megabyte)
 Revised Shipping Instructions
 Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the Contracting Officer's e-mail address and contain the /s/ symbol above the Contracting Officer's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address.

(g) The Government reserves the right to upgrade to more advanced commercial applications at any time during the life of the contract.

(h) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract. If known, the contractor shall also furnish the e-mail addresses of the Administrative Contracting Officer, DFAS and DCAA cognizant personnel. Upon receipt of the contract, all recipients are required to forward their e-mail address, name, title, office symbol, contract number, telephone number and fax number to the Contracting Officer's e-mail address listed below:

(i) The Contracting Officer's e-mail address is: robert.piermattei@mail1.monmouth.army.mil
 The Contract Specialist's e-mail address is: jane.e.watters@us.army.mil
 The Technical Point of Contact's e-mail address is: kate.harper@us.army.mil

(End of clause)

5 52.6135 SCHEDULE OF GOVERNMENT-FURNISHED PROPERTY (MATERIAL) JUN/2003
 1. The government shall furnish the following property to the contractor for use in performance of this contract.

NATIONAL STOCK NUMBER	DESCRIPTION	UNIT ALLOWANCE	GROSS ALLOWANCE	APPLIES TO SLIN
1680-01-342-6489 Production of AN/APX-100	Modification Kit	TBD		TBD
1680-01-342-6488	Modification Kit	TBD	TBD	Production of AN/APX-100

2. Delivery of Government-Furnished Property. Government-Furnished Property (GFP) will be delivered to the 'producing facility' as identified by the contractor in the 'Place of Performance and Shipping Point' provision in Section G of the schedule, unless herein stated otherwise by the contractor:

The GFP will be delivered to the contractor as follows:

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a. Preproduction Models. GFP required for preproduction models will be delivered such that they are received by the contractor - 21- calendar days after the effective date of contract.

b. Production Items. GFP required for production of contract deliverables will be delivered such that it is received by the contractor -22- calendar days prior to the scheduled delivery of items established in Section B of this contract.

c. The government retains the option to ship the property in larger quantities or at earlier times when such action is in the interest of the government.

d. If the GFP is not received in accordance with the above schedule, the contractor shall notify the Procuring Contracting Officer (PCO) within seven days after the date for receipt established by the above schedule.

3. Contractor Inspection of GFP. The contractor shall inspect all GFP within 30 calendar days of its receipt. If the inspection reveals GFP damages or discrepancies, the contractor shall:

a. Complete the appropriate form:

SF 364 - Report of Discrepancy. Used to report materiel discrepancies including condition of materiel, incorrect supply documentation, misdirected materiel, overages and/or shortages, duplicate shipments, packaging discrepancies, item technical data markings and wrong items.

SF 361 - Discrepancy in Shipment Report. Used to report any transportation discrepancy in shipment through the Defense Transportation System (DTS) and shipment within CONUS moved by commercial carrier (lost or damaged).

SF 368 - Quality Deficiency Report. Used to report defects or nonconforming conditions which limit or prohibit the product from fulfilling its intended purpose, including deficiencies in design, specification, material, manufacturing and workmanship.

b. Obtain certification from the designated Government Quality Assurance Representative.

c. Forward the completed, certified form within seven calendar days, as follows:

FORM	DISTRIBUTION
SF 364	AMSEL-LC-LEO-D-CS-CFO - 2 copies PCO - 1 copy
SF 361	AMSEL-LC-LEO-D-DP-DT - 2 copies PCO - 1 copy
SF 368	AMSEL-LC-LEO-D-CS-CFO - 2 copies PCO - 1 copy ACO - 1 copy

d. When the contractor considers any damage attributable to the carrier, the contractor will arrange for and document a confirming inspection by the carrier's representative.

4. Repackaging and Repacking of GFP. The contractor is responsible for any repackaging and repacking of GFP required to comply with applicable specifications. When GFP is received completely packed for reshipment in the same container, it will not be opened by the contractor for inspection. The contractor shall advise the cognizant Government Quality Assurance Representative of any questions concerning the quantity, quality or condition of such property.

5. Shipment of GFP. Within 30 calendar days after the contractor receives the applicable shipping instructions from the PCO (or designated property representative), the contractor shall submit an original and three copies of DD Form 1659, Application for U.S. Government Shipping Documentation/Instructions, to the ACO.

6. Disposition of GFP. As soon as the GFP is no longer required, but not later than completion of all scheduled contract deliveries or termination of this contract, the contractor shall return to the government all GFP not utilized in performance of this contract or otherwise disposed of by the PCO's direction.

a. The contractor will notify the cognizant Quality Assurance Representative to arrange for inspection of the property before it is packed for return to the government.

b. The contractor shall prepare the property for delivery LOP C/LPK C in accordance with ASTM D 3951-98 and shall ensure that

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all items comply with all common carrier rules and regulations. The contractor shall deliver the property for return F.O.B Origin in accordance with the applicable shipping/disposition instructions received from the PCO.

c. The property shall be delivered to the government utilizing DD Form 1149 citing the same document under which it was received. The contractor shall forward a copy of DD Form 1149 to the addressee listed below:

Commander
US Army Communications-Electronics Command
ATTN: AMSEL-LC-LEO-D-DP
Fort Monmouth, NJ 07703-5000.

6 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR JUN/2004
EXECUTIVE ORDERS--COMMERCIAL ITEMS

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (AUG 1996)(31 U.S.C 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

___x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, (JUL 1995) with Alternate I (OCT 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) of 52.219-5.

___ (iii) Alternate II (JUNE 1999) of 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

___x (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637(d)(2) and (3)).

___x (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002)(15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___x (9) 52.219-14, Limitations on Subcontracting (DEC 1996)(15 U.S.C. 637(a)(14)).

___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects

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to waive the adjustment, it shall so indicate in its offer).		
___ (ii) Alternate I (JUNE 2003) of 52.219-23.		
x_ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).		
___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).		
(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).		
__x_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).		
__x_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).		
__x_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).		
__x_ (17) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246).		
__x_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2002)(38 U.S.C. 4212).		
__x_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793).		
__x_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)(38 U.S.C. 4212).		
__x_ (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2002)(42 U.S.C. 6962(c)(3)(A)(ii)).		
___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).		
__x_ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003)(41 U.S.C. 10a-10d).		
___ (23)(i) 52.225-3, Buy American Act - North American Free Trade Agreement - Israeli Trade Act (JAN 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).		
___ (ii) Alternate I (JAN 2004) of 52.225-3.		
___ (iii) Alternate II (JAN 2004) of 52.225-3.		
__x_ (24) 52.225-5, Trade Agreements (JUNE 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).		
___ (25) 52.225-13, Restriction on Certain Foreign Purchases (DEC 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).		
___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000)(E.O. 12849).		
___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).		
___ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).		
___ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).		
__x_ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).		
___ (31) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).		
___ (32) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).		

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 x (33) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

 x (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

 (ii) Alternate I (APR 1984)of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

 (1) 52.222-41, Service Contract Act of 1965, As Amended (MAY 1989) (41 U.S.C. 351, et seq.).

 (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA)(MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor

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must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

7	52.7630	YEAR 2000 COMPLIANCE	APR/2001
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The contractor shall ensure that products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are year 2000 compliant as defined at FAR Part 39.

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
2	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
3	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
4	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
5	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
6	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
7	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
8	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
9	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
10	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
11	52.227-03	PATENT INDEMNITY	APR/1984
12	52.227-09	REFUND OF ROYALTIES	APR/1984
13	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
14	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
15	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
16	52.232-11	EXTRAS	APR/1984
17	52.232-17	INTEREST	JUN/1996
18	52.242-13	BANKRUPTCY	JUL/1995
19	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
20	52.248-1	VALUE ENGINEERING	FEB/2000
21	52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
22	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
23	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
24	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
25	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
26	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
27	252.241-7001	GOVERNMENT ACCESS	DEC/1991
28	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
29	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
30	52.204-1	APPROVAL OF CONTRACT	DEC/1989
This contract is subject to the written approval of the Group Chief and shall not be binding until so approved.			
31	52.216-18	ORDERING	OCT/1995
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award for 5 years.			
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.			
(c) If mailed, a delivery order or task order is considered 'issued' when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.			
(End of clause)			
32	52.216-19	ORDER LIMITATIONS	OCT/1995
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than MINIMUM QUANTITY PER CLIN, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.			
(b) Maximum order. The Contractor is not obligated to honor--			
(1) Any order for a single item in excess of MAXIMUM QUANTITY FOR THAT CLIN;			
(2) Any order for a combination of items in excess of MAXIMUM QUANTITY FOR THAT CLIN; or			
(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation			

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in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

33 52.216-22 INDEFINITE QUANTITY OCT/1995
(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the 'maximum.' The Government shall order at least the quantity of supplies or services designated in the Schedule as the 'minimum.'

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after -1-.

(End of clause)

34 252.211-7003 UNIQUE ITEM IDENTIFICATION AND VALUATION JAN/2004
[252.211-7003 Item Identification and Valuation.

As prescribed in 211.274-3, use the following clause:

ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means-

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique

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identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Governments unit acquisition cost means-

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

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Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.
 - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for-
 - (i) All items for which the Governments unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
All hardware SLINs (as applicable)	

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number N/A or Contract Data Requirements List Item Number DI-MGMT-80177A, SOW Paragraph 3.7.4.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall-

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

- (A) Data Identifiers (DIs) (Format 06).
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

- (ii) The issuing agency code-
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are

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not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.*
- (2) Unique identifier,** consisting of-
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Quantity shipped.*
- (9) Unit of measure.*
- (10) Governments unit acquisition cost.*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractors CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.*
- (16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of-
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

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(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)]

35 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definitions. 'Ozone-depleting substance,' as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

(1) Class I, including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b),(c), and (d) and 40 CFR Part 82, Subpart E, as follows:

'WARNING: Contains (or manufactured with, if applicable) -1- a substance(s)* which harm(s) public health and environment by destroying ozone in the upper atmosphere.'

*The Contractor shall insert the name of the substance(s).

(End of clause)

36 52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS

FEB/2002

(a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.

(b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.

(c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(d) Reservation of rights. (1) No payment or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

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(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(e) Content of Contractor's requests for financing payment. The Contractor's request for financing payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for financing payment.
- (3) The contract number and/or other identifier of the contract or order under which the request is made; and
- (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.

(f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly.

(g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.

(h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of clause)

37 52.243-07 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. 'Contracting Officer,' as used in this clause, does not include any representative of the Contracting Officer. 'Specifically authorized representative (SAR),' as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within ____ calendar days (to be negotiated) from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

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(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within ____ calendar days (to be negotiated) of receipt of notice, respond to the notice in writing. In responding, The Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary, direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustment. (1) If the Contracting Officer confirms that Government conduct affected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such a defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases 'contract price' and 'cost' wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

38 52.252-02 CLAUSES INCORPORATED BY REFERENCE FEB/1998
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
http://www.arnet.gov/far
http://farsite.hill.af.mil

(End of Clause)

39 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS JAN/2004
(a) Definitions. As used in this clause-
(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to

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all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

COMMERCIAL WARRANTY INFORMATION

There shall be a six (6) month warranty for all repaired items.

There shall be a one (1) year warranty for NEW production items with the following exception:

Three (3) year warranty for the RT-1471A/APX-100

Warranty specifics will be negotiated and expressed in full text in accordance with FAR 12.404, 46.702 and 46.706 prior to contract award.

*** END OF NARRATIVE I 001 ***

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LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	SCIENTIFIC & TECHNICAL REPORTS - CONFIGUARATION CONTROL	18-JUN-2004	002	EMAIL
Exhibit B	CERTIFICATION/DATA REPORT - CERTIFICATE OF CONFORMANCE	18-JUN-2004	002	EMAIL
Exhibit C	GOVERNMENT FURNISH EQUIPMENT - REPAIR STATUS REPORT	18-JUN-2004	002	EMAIL
Exhibit D	BAR CODE IDENTIFICATION - UID FOR EMBEDDED COMPONENTS	18-JUN-2004	002	EMAIL
Attachment 001	STATEMENT OF WORK	16-JUN-2004	022	EMAIL
Attachment 002	DOCUMENT SUMMARY LIST	18-JUN-2004	002	EMAIL
Attachment 003	LISTING OF DOCUMENTS TO BE WAIVED FOR THE AN/APX-100	16-JUN-2004	001	EMAIL
Attachment 004	LISTING OF APPLICABLE CDRLS	18-JUN-2004	001	EMAIL
Attachment 005	SPECIAL PACKAGING INSTRUCTION (CIRCUIT CARDS & PRINTED BOARD ASSEMBLIES)	18-JUN-2004	004	EMAIL
Attachment 006	DS7033 PRESERVATION, PACKING AND MARKING INSTRUCTIONS	18-JUN-2004	001	EMAIL

Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
1	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
2	252.225-7017	***RESERVED per DCN 20030331***PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
3	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

4	52.207-4	ECONOMIC PURCHASE QUANTITY--SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

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OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

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52.212-3 ALT I

OFFEROR REPRESENTATIONS AND CERTIFICATIONS --COMMERCIAL ITEMS (Jan 2004) AND ALTERNATE I (APR 2002)

MAY/2004

a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more

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veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

* Offeror is not owned or controlled by a common parent:

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Name of Offeror or Contractor:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

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(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern

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participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

- ___ Black American.
- ___ Hispanic American.
- ___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ___ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

- (1) Previous contracts and compliance. The offeror represents that --
 - (i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It * has, * has not, filed all required compliance reports.

- (2) Affirmative Action Compliance. The offeror represents that --
 - (i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
 - (ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act - Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act Certificate.
(Applies only if the clause at FAR 52.225-3, Buy American Act -- North American Free Trade Agreement -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
---------------	-------------------

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act". The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate,

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Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-North American Free Trade Agreement-Israeli Trade Act":

Canadian End Products

Line Item No.: _____

[List as necessary]

(3) Buy American Act-North American Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.:

Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:

Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that

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there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product

Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

6 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS NOV/1995

(a) Definitions.

As used in this clause--

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as

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determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a Unites States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it--

_____Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	Regulatory Cite	Title	Date
1	52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	JAN/2004
2	52.215-05	SOLICITATION DEFINITIONS	JUL/1987
3	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	FEB/1999
5	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
6	52.216-01	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a firm fixed price contract resulting from this solicitation.
(End of Provision)

7 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Commander, USACECOM
ATTN: AMSEL-AC-CC-RT-K (PIE)
Bldg 1208-W, Ground Floor
Fort Monmouth, NJ 07703

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
(End of provision)

8 52.212-1 INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS OCT/2003

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W15P7T-04-R-L214 MOD/AMD</p>	<p align="right">Page 67 of 69</p>
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- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)
- (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
- (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
- GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--
- Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462.
- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained-

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- (A) By telephone at (215) 697_2667/2179; or
 (B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757

(End of Provision)

9 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998
 This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

(End of Provision)

10 52.XXXX AMC-LEVEL PROTEST PROGRAM FEB/2004
 LM7251 AMC-LEVEL PROTEST PROGRAM FEB 2004
 52.7251

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ, Army Materiel Command
 Office of Command Counsel
 ATTN: AMCCC-PL
 9301 Chapek Road
 Fort Belvoir VA 22060-5527

Facsimile Number: (703) 806-8775
 Voice Number: (703) 806-8700

The AMC-level protest procedures are accessible via the Internet; see the HQ, AMC home page under 'Office of Command Counsel (CC)'.
 The CC website address is:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

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If Internet access is not available, contact the contracting officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

(End of Clause)